



**STATE OF MONTANA**  
**Department of Military Affairs**  
**Invitation for Bid**  
**(This is not an order)**



**IFB Number:**  
**100108**

**IFB Title:**  
**Cultural Resources Consulting**

**IFB Due Date and Time:**  
**January 27<sup>th</sup>, 2010**  
**2:00 p.m., Mountain Standard Time**

**Number of Pages: Eleven (11)**

**ISSUING AGENCY INFORMATION**

**Procurement Officer:**  
**Sally Byrd**

**Issue Date:**  
**January 11, 2010**

**Department of Military Affairs**  
**Centralized Services Purchasing**  
**P O Box 4789**  
**1900 Williams Street**  
**Fort Harrison MT 59636**

**Phone: (406) 324-3331**  
**Fax: (406) 324-3335**  
**TTY Users, Dial 711**

**Website: <http://dma.mt.gov/>**

**INSTRUCTIONS TO BIDDERS**

**COMPLETE THE INFORMATION BELOW AND  
RETURN THIS PAGE AND COST PROPOSAL  
WITH YOUR BID AND ANY REQUIRED  
DOCUMENTS TO THE ADDRESS LISTED  
ABOVE UNDER "ISSUING AGENCY  
INFORMATION."**

**Mark Face of Envelope/Package:**

**IFB Number: 100108**  
**IFB Due Date: January 27<sup>th</sup>, 2010**

**Special Instructions:**

**BIDDERS MUST COMPLETE THE FOLLOWING**

**Payment Terms: Net 30 days**

**Delivery Date:**

**Bidder Name/Address:**

**Authorized Bidder Signatory:**

**(Please print name and sign in ink)**

**Bidder Phone Number:**

**Bidder FAX Number:**

**Bidder E-mail Address:**

**Debarment: The contractor certifies, by signing this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.**

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

# Standard Terms and Conditions – Invitation for Bid

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, MCA Article VIII Sections 801 through 817. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the Agency Procurement Officer. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**TEXTING:** In accordance with the President's Executive Order entitled *Federal Leadership on Reducing Text Messaging While Driving*, dated October 1, 2009, all contractors providing supplies or services to the Federal Government through a procurement contract, grant, or cooperative agreement are encouraged to adopt and enforce policies that ban employee and sub-contractor text messaging while driving a company-owned or leased vehicle, a government owned vehicle (GOV), or while driving a Privately Owned Vehicle (POV) on official government business or when performing any work for or on behalf of the Federal Government.

Federal contractors, subcontractors, and grant recipients and sub-recipients are also encouraged to conduct initiatives and consider new rules and programs designed to increase employee awareness of the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the agency's text messaging policy while off duty.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

## **SECTION 1: GENERAL REQUIREMENTS**

### **1.0 INTRODUCTION**

The STATE OF MONTANA, Department of Military Affairs (hereinafter referred to as "the State") is soliciting bids for assistance in compliance with sections 106 and 110 of the National Historic Preservation Act of 1966. A more complete description of the supplies and/or services sought is provided in Section 3 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### **1.1 CONTRACT TERM**

The contract term is for a period of one year beginning February 1, 2010 or upon contract execution and ending January 31, 2011. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years or a cost of \$100,000.00, at the option of the State.

### **1.2 INSTRUCTIONS TO BIDDERS**

**1.2.1 Procurement Officer Contact Information.** Contact information for the procurement officer is as follows:

Procurement Officer: Sally Byrd

Address: Department of Military Affairs, 1956 Mt Majo Street, P O Box 4789, Fort Harrison MT 59636

Telephone Number: 406-324-3331, Fax Number: 406-324-3335, E-mail Address: sbyrd@mt.gov

**1.2.2 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

**1.2.3 Interpretation or Representations.** The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

**1.2.4 Acknowledgment of Addendum.** If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

**1.2.5 Extension of Prices.** In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

**1.2.6 Bid Preparation Costs.** The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

### **1.3 BID SUBMISSION**

**1.3.1 Bids Must Be Sealed and Labeled.** Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB number 100108. ***Bids must be received at the Purchasing Office of the Department of Military Affairs, Centralized Services Purchasing, P O Box 4789, 1956 Mt Majo Street, Fort Harrison MT 59636 prior to 2 p.m., Mountain Standard Time, on January 27, 2010.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

**1.3.2 Late Bids.** ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

**1.3.3 Bidder's Signature.** The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

**1.3.4 Alternate Bids.** Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

## **1.4 CHANGE OR WITHDRAWAL OF BIDS**

**1.4.1 Change or Withdrawal PRIOR to Bid Opening.** Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

**1.4.2 Change AFTER Bid Opening But Prior to Bid Award.** After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

## **1.5 BID AWARDS**

**1.5.1 Basis for Award.** Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

**1.5.2 Rejection of Bids.** While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

## **SECTION 2: SPECIAL TERMS AND CONDITIONS**

### **2.0 PREFERENCE NOT APPLIED**

Reciprocal preference will not be applied to this purchase because federal funds are involved (ARM 2.5.408).

### **2.1 PURCHASING CARD**

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

### **2.2 MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

### **2.3 COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the DMA Centralized Services Division, Procurement Officer, 1956 MT Major Street, P.O. Box 4789, Fort Harrison, MT 59636-4789, upon expiration.

### **2.4 INSURANCE REQUIREMENTS**

**2.4.1 General Requirements.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**2.4.2 Primary Insurance.** The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

**2.4.3 Specific Requirements for Commercial General Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000.00 per occurrence and \$600,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

**2.4.4 Specific Requirements for Automobile Liability.** The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

**2.4.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**2.4.6 Certificate of Insurance/Endorsements.** Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. The DMA, Centralized Services Division, 1956 MT Majo Street, P.O. Box 4789, Fort Harrison, MT 59636-4789, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

## **2.5 PATENT AND COPYRIGHT PROTECTION**

**2.5.1 Third Party Claim.** In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**2.5.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

## **2.6 CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may conduct assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

## **2.7 TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract,

except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

## **2.8 CONTRACT TERMINATION**

**2.8.1 Termination for Cause.** The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

**2.8.2 Reduction of Funding.** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason (18-4-313, MCA).

## **2.9 COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, MCA Article VIII Sections 801 through 817. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

In accordance with the President's Executive Order entitled *Federal Leadership on Reducing Text Messaging While Driving*, dated October 1, 2009, all contractors providing supplies or services to the Federal Government through a procurement contract, grant, or cooperative agreement are encouraged to adopt and enforce policies that ban employee and sub-contractor text messaging while driving a company-owned or leased vehicle, a government owned vehicle (GOV), or while driving a Privately Owned Vehicle (POV) on official government business or when performing any work for or on behalf of the Federal Government.

Federal contractors, subcontractors, and grant recipients and sub-recipients are also encouraged to conduct initiatives and consider new rules and programs designed to increase employee awareness of the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the agency's text messaging policy while off duty.

## SECTION 3: SPECIFICATIONS AND PRICING SCHEDULE

### **3.0 SPECIFICATIONS**

#### **RE: Assistance in Compliance with Sections 106 and 110 of the National Historic Preservation Act of 1966.**

The Department of Military Affairs Environmental Office is soliciting a qualified contractor to assist the agency in meeting its obligations under Sections 106 and 110 of the Historic Preservation Act of 1966. A variety of services and expertise will be required during the life of the contract that, at the option of the state and if funds are available, may not exceed seven years and \$100,000. Examples of potential tasks to be performed via this contract include the following: archaeology surveys, historic mining assessment, historical/archival research, Section 106 compliance, historic preservation planning, historic district determination, and National Register Nominations. The majority of work will occur at the Fort Harrison Training Area located west of Helena, MT and at the Limestone Hills Training Area located two miles west of Townsend, MT.

All consultants and personnel working on the various projects that may be funded under this contract must meet the applicable professional qualification standards established in "Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines".

#### **Specifications for current project to be completed under this contract:**

The Montana Army National Guard (MTARNG) needs to make a determination whether or not a National Register eligible historic district exists at Fort Harrison. After reviewing the historic buildings at Fort Harrison and pertinent reports and information (available at the MTARNG Environmental Office), a qualified contractor needs to accomplish the following:

- Needs to make a recommendation as to whether or not a historic district exists at Fort Harrison;
- Determine what National Register criteria the historic district qualifies under;
- Provide an accounting of how the historic district continues to embody all or most of the seven aspects of integrity;
- Identify which buildings specifically within the boundary of the district (if there is one) are contributing to the district and which are not and why.

Report with recommendation and plan to be submitted in two bound draft copies for review by the Environmental Office by May 28, 2010. Contractor's final report to be submitted to the Environmental Office by July 9, 2010 in three bound copies and one electronic copy (Microsoft Office Software).

Interested offerors are to provide a cost for the completion of current project as well as providing hourly cost, report production costs including colored and black and white production cost, vehicle mileage cost and provide a statement of experience as detailed in section 3.3 Cost Proposal of this Invitation for Bid.

### **3.1 PRICES**

**3.1.1 Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

**3.1.2 Cost Increase by Mutual Agreement.** After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

### **3.2 ALL-OR-NONE AWARD**

Awards will be made on an all-or-none basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

### **3.3 COST PROPOSAL**

#### **Vendor to identify any exceptions to item/service specifications.**

Selection of a contractor will be based on:

Hourly Cost \$\_\_\_\_\_

Report Productions Cost:

Per Page of Text \$\_\_\_\_\_

Per Page of Color Photos \$\_\_\_\_\_

Travel / Vehicle Cost (if justified within project) \$\_\_\_\_\_

#### **Current Project**

Project Cost: \$\_\_\_\_\_

**Proof of experience** working on military historic buildings/archeology surveys on military ranges or a statement explaining how past experience qualifies the contractor to perform work on military historic buildings/archeology surveys on military ranges.

Statement of Experience:

(Use other pages as necessary)

<b>IFB Checklist</b>
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Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark mailing envelope or box with the IFB number and the opening date under return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid